SALES INVOICE



General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. 101 Tournament Drive Horsham, PA 19044 215-323-1000

BILL TO LOCATION:	RICHMOND001	

CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVE

DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE

RICHMOND VA 23233

INVOICE NO.
7121988
INVOICE DATE
05-NOV-08
PURCHASE ORDER NO.
2160299
CUSTOMER NO.
5002277
DUE DATE
05-DEC-08
COMMERCIAL INV NO.
8831905

SHIP TO LOCATION: 0775

PLEASE REMIT TO:

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

CIRCUIT CITY STORES, INC. 19925 INDEPENDENCE BLVD STORE #775 / RAY CURRENT **GROVELAND FL 34736**

ORDER NO. 90382410	ORDER DATE 26-SEP-08	ORDER TYPE OM-STANDARD ORDER MIXE	WH DF1	TERMS NET 30		LESMAN N BOHNERT	SBU 185	GEO CODE NO 100693454		
P/S BATCH # 312932	P/S NO. 8831905	SHIPPED VIA JPS SUPPLY CHAIN SOLUT	WAYBILL NUMBER 5410578767				 OF PKGS.	WEIGHT	o	SHIP DATE

Order Notes:

L L

P

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

	LINE NO.	ITEM NUMBER/CROSS REFERENCE		ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
ſ	1	89285N	ASSY,AUTO/NAV,EIHF,T50	5,D650	1325	70.65	93,611.25
١							
١							
ı							
-							
- 1							
	TOTAL TALLAR	OFO ON THIS INVOICE M	AV DE CONCOLIDATED FOR	Make checks payable to General Instrument, dba Connected Hom	e Solutions	MERCHANDISE	93,611.25
	SEVERAL PACK		AY BE CONSOLIDATED FOR	Business of Motorola, Inc Record Invoice No. on your check, All our plant. All claims for allowance must be made within 10 days fro	shipments F.O.B.	TAX	
				Do not return merchandise without our permission. Merchandise re	alurned must be		0.00
	PAST DUE INVO CHARGE.	DICES ARE SUBJECT TO 1	1/2% PER MONTH SERVICE	prepaid to be accepted. Seller represents that with respect to the re articles and/or the performance of the services covered by this inve		FREIGHT/DELIVERY	0.00
•	or ir ii toc.			complied with Caption 6. 7 and 12 of the Enix Labor Standards Act	an amandad and		

MIU

articles and/or the performance of the services covered by this invoice. It has fully compled with Section 6, 7 and 12 of the Fair, Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, obe Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323–1000.

CURRENCY:	USD
TOTAL	93,611.25
FREIGHT/DELIVERY	0.00
TAX	0.00
MERCHANDISE	93,611.25
MERCHANDISE	

1. REPRESENTATION OF BUYER. Buyer represents and warrants that (i) it is (or it is acting as a distributor, repair center or other agent for a third perty which is) duty licensed to operate a cebie television system,	File Order. (b) Intelligetual Property Indemnity. Seller will defend any surt or proceeding brought against Buyer to the extent that such suit or proceeding is based on a claim that goods manufactured and
addelibernasiar anterna system and/or a multiple multipoint distribution system, and (ii) the goods and/or services that it purchases from Seller under this Order Acknowledgment ("Order") will be use	k 800 er Saller to Buyer hereunder constitute direct infringement of any valid United States patent and Seller shall pay all Damages awarded by final judgment (from which no appeal may be taken) agains
landsaidrapdium, and (iii) these goods and/or services will not directly or indirectly be used to further the illegal theft of services or any other unauthorized receipt interception, publication, d	toging that suits, goods do so infringe, on condition that Sollar (i) is pramptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement. (ii)
interference with any privately owned transmissions of information.	Moorned/pared assistance necessary to defend or settle such suit or proceeding in such a manner as Saller shall determine and (iii) is given sole control of the detense (including the right to selec
2. PRICES. ria) Unless otherwise indicated on the front of this Order, all prices are quoted EX-WORKS Seller's manufacturing facility according to INCOTERMS 2000. In order to be valid, any different shipping to	furbicition or promotomise and settle such suit or proceeding. If any goods manufactured by Seller and supplied to Buyer hereunder are held to directly infringe any valid United States patent as set
maspoopfitm to INCOTERMS 2000. Consistent with the foregoing and unless otherwise specified on the front hereof, the prices specified herein do not include any insurance, transportation, shipping, ta	
argustratione) or dubas (now or hereafter enacted) releans to the goods endar services provided hereunder, ell of which shall be Buyar's responsibility, and are subject to any minimum purchase	
will benefitte applicable to Buyer. In respect of the provisions of goods or services by Seller, Buyer shall pay those sales or other taxes, however designated or levied (including any value added or s	
systyprithipsed), on the sale or use of such goods and/or services other than taxes based upon Seller's capital or net income. All taxes shall be pre-paid by Seller and involced at cost to, and paid b	Factorists where the contract shipments without being in breach of contract. If Seller has not been enjoined from selling such goods to Buyer, Salier may (at Seller's sole election), at Buyer's
Exercisides saf forth herein are subject to change by Seller at any time upon not less than ten(10) days prior notice to Seller. Buyer's sole and exclusive right upon receipt of such notice shall be to	eq o
inclestreach appropriate or goods and/or services affected by the change in price by giving written notice to Selier within the styly (60) days after the date of Selier's notice. If Buyer fa	Oblibicional respect of any sull or proceeding is brought against Seller based on a cialm that the goods manufactured by Seller in compliance with Buyer's specifications infringe any vali
to Seller of such cancelation, all Orders shall remain in full force and effect except for the price, which shall be the price set forth in Seller's notice.	_
3. PAYMENT TERMS, TITLE, Seller may elect to extend credit to Buyer, in Seller's sole discretion, under Seller's standard credit terms and conditions as may be applicable from time to time. If Seller does not	(c) Linitalion of Programming Indemnification, In no event shall Seller be liable for any: (i) infringement by goods or associabed Software manufactured and/or supplied by third parties; (ii) Infringement
Bujerscand dub Buyer, payment for goods and services delivered hereunder shall be in advance of, or as a condition to delivery of such goods andior services, as Seller may direct. If for eny neason	
drapodarabiologi approved creditine, the amount of overage will become immediately due and payable. In addition, if Buyer places an order for goods and/or services which will cause Buyer's outstan	license.
estoyed this earnount of approved credit, the amount over Buyer's approved credit must be paid in advance of, or as a condition to delivery of goods and/or services under such order. After the due date for	
that impressed one and one-half (1 1/2) parcent of the unpaid belance (annual rate of 18%) or the maximum late payment benefity charge permitted by the taw will be added for each month or part thereof t	("MPEG") Main Profile Video Syntax defined in MPEG-2 specification of Generic Coding of Moving Pictures and Associated Audio: Video (ISO/IEC 13818-2) and the Transport Stream defined in the MPEG-2
isolidayed agesys shall also be responsible to reimburse Seller for all costs associated with Saller's attempt to collect amounts due under this Order, including all costs associated with employing a	674bbs specification (ISO/IEC 13818-1) both dated as of Nevember, 1994 (TMPEG-2 Standards 1) or (vi) royalibs pavable with respect to or intellectual groperty claims repland to intellectual property
on biddering legal action to collect amounts due. The Seller has the right at any time to change the amount of credit or terms of payment or to withdraw credit and to require partial or full payment	pervetable with compliance with or implementation of standards issued by other public or private standards bodies (including ITU) IEEE ANSI, ISOREC and Cable Labs standards), as well as third party
amministrated restriction of providing additional services. Seller may accelerate all open credit and require payment "on demand" if Buyer breaches any obligation owed to Seller under this	standards such as 5C Digital Transmission Contant Protection, DVB and Dolby Digital Audio.
égramente if Seleir parforms services or delivers goods in installmants, each installmant shall be deemed to be a separate delivery for purposes of this section. Payment shall be made without regar	THE TERMS AND CONDITIONS OF THIS ORDER CONTAIN THE SOLE AND EXCLUSIVE LIABILITY OF SELLER FOR INFRINGEMENT OR THE LIKE OF PATENTS, TRADEMARKS, COPYRIGHTS, COPYRIG
Bayevallerande or may make any inspection or tests. Anything herein to the contrary notwithstanding, if either the performance of services or the shipment of goods is delayed at Buyan's request, paym	SECRETS AND OTHER INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH THIS ORDER, WHETHER DIRECT OR CONTRIBUTORY, AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED
Eurocation with Seler is prepared to render such services or make such shipments of goods. Any goods held thereafter by Seller or carrier for Buyer's sale risk and axpense. Any vo	OR STATUTORY IN REGARD THERETO, INCLUDING, WITHOUT LIMITATION, THE WARRANTY AGAINST INFRINGEMENT SPECIFIED IN THE UNIFORM COMMERCIAL CODE.
catebate teats Order stall be earned by Buyer only after payment of all amounts (et nondiscounted prices) owed by Buyer to Selfer relating to the minimum emount of goods and/or services necessary t	13. TERMINATION. Except as parmitted in Section 2 hereof, this Order shall not be terminated by Buyer without Selec's prior written consent. If Selec's consents to such termination. Buyer shall be liable for
vacionimenent for such discount. Thereafier, a credit will be issued to Buyer's excount which, at Buyer's election, may be applied to any open involces or against future purchases of goods and/or	Estratration charges including, without limitation, a prize adjustment based on the quantity of goods and/or services extually delivered and subsequently delivered and committed for this Order too
#ellateNotwetsprinding the foregoing, Seller may elect, at Seller's discretion, to first apply any earned, volume discount against outstanding, past due Involcas issued to Buyer. Any credit applied to	imaced absorbtowance for prorated expenses and anticipated profits. Selier has the right to terminate this Order if (i) unless otherwise specified on the front hereof. Buyer does not release all quant
pestrocentrocents shall not entitle Buyer to any volume discount which would otherwise arise as a result of making such payment. The passage of risk of loss notwithstanding, all right, title and inler	taberidariy of services within twelve (12) months and, unless caused by Seller's feuil, shipment of goods and performance of services does not occur within twelve (12) months after the date Seller r
goddsappelystathyces concerning which side passes under this Order is reserved to Seller until the full purchase price for all goods and services hereunder has been fully and finally paid. If Buyer	Bityra of pateneot (ii) in Seller's sole judgment. Buyer's financial condition does not justify the terms of payment applicable from time to time and Buyer shall not immediately comply with any modific
sammessifiesting to Seller. Selers shall have the right to take possession of any goods defivered hereunder as may be in Buyer's possession or control, and to reself, retain or otherwise dispose of the	tabbayarquired by Seller in accordance with Section 3, or (iii) if Buyer fails to pay for the goods and earvices when payment is due or make errangements to so do which are acceptable to Seller; or (ii
egarabeatch unpaid sums any moneys received (net of costs and expenses) as a result of any resale of such goods. Buyer hereby consents to the enby of a judgment or order in any competent jurisdictio	defounds agreement with Seller or with any third party providing financing to Buyer, or (v) if Buyer engages in a course of conduct which, in the sole judgment of Seller, substantially and adve
Pentition of their security, permitting Seller to enter upon any premises on which such goods may be situated and take possession of such goods thereon or remove the same therefrom, without liability to Bu	39/bb/scopdatable or its inbrests in the promotion, marketing or distribution of its products, or is otherwise deemed to be just cause for termination pursuant to prevailing laws. Upon termination
graphy tembrangents, for any damages caused by such exercise of Seller's rights. As further security for any and all indebtedness to Seller, Bayer heroby grants to Seller, until such time as full pa	-
contributed aspectible money security interest, with proutly over all other security interests, in all (1) goods to white buyer has or will acquire title hereunder, (ii) present and future acc	rhaptbagtoorded in this Order. If Saller exercises such right to terminate, Buyer shall be liable for the charges and adjustments referred to herein, in addition to any other remedies Seller may have
gatestrights assets from Buyer's sale, lease or transfer of such goods, and (iii) proceeds and accessors of and to any and all of the foregoing. Buyer authorizes Seller to axecute and file, at an	
of the regiments of statements with respect to such goods, signed only by the Seller and to otherwise perfect such security interest on Buyer's behalf, and will cooperate fully in accomplishing the same	14. REMEDIES and LABBLITY.
shall pess to Buyer according to the INCOTERM set forth in Section 2 above.	(a) Nonconforming Goods(Warran) Returns. Where Buyer timely and rightfully rejects or ravokes acceptance of nonconforming goods and/or notifies Seller of a breach of warranty relating to goods supplied 🗸 🗸

Doc 1286

resulting or professional control of the control of

Company of the control of the contro

Case 08-35653-KRH Doc 1286 Filed 12/24/08 Entered 12/24/08 09:29:06 Desc Main

PAGE

SALES INVOICE



General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. 101 Tournament Drive Horsham, PA 19044 215-323-1000

BILL TO LOCATION: RICHMOND001

CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVE

DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE

RICHMOND VA 23233

7121989 INVOICE DATE 05-NOV-08 PURCHASE ORDER NO. 2160297 CUSTOMER NO. 5002277 DUE DATE 05-DEC-08 COMMERCIAL INV NO. 8831909

INVOICE NO.

SHIP TO LOCATION: 0567

PLEASE REMIT TO:

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

1901 COOPER DRIVE

STORE #0567 / TY TALAIFERRO

CIRCUIT CITY STORES, INC.

ARDMORE OK 73401

ORDER NO. 90382411	ORDER DATE 26-SEP-08	ORDER TYPE OM-STANDARD ORDER MIXE	WH DF1	TERMS NET 30		LESMAN N BOHNERT	SBU 185	GEO CODE NO 370190050
P/S BATCH # 312932	P/S NO. 8831909	SHIPPED VIA JPS SUPPLY CHAIN SOLUT		BILL NUMBER 10578800	NO. OF PKGS. 222	WEIGHT 843.6	05-	SHIP DATE NOV-08

Order Notes:

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE	ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	89285N	ASSY,AUTO/NAV,EIHF,T505,D650	1110	70.65	78,421.5

FREIGHT CHARGES ON THIS INVOICE MAY BE CONSOLIDATED FOR SEVERAL PACKING SLIPS.

PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE

MIU

Make chacks payable to General Instrument, dba Connected Home Solutions Business of Motorola, Inc... Record Invoice No. on your check. All shipments F.O.B. our plant. All claims for allowance must be made within 10 days from date of invoice. Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the articles and/or the performance of the services covered by this invoice. It has fully complied with Section 6, 7 and 12 of the Fair Labor Standards Act. es amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323–1000.

	1
MERCHANDISE	78,421.50
TAX	0.00
FREIGHT/DELIVERY	0.00
TOTAL	78,421.50
CURRENCY:	USD

The control of the co TERMS OF SALE OF GOODS AND / OR SERVICES to the state of the services to the services or any other unablocated meable interestion, publication, and the services to the services or any other unablocated meable interestion, publication, at the services to the services or any other unablocated meable interestion, publication, at the services to the services or any other unablocated meable interestion, publication, and services to the services or any other unablocated meable interestion, publication, and services to the services or any other unablocated meable interestion, publication, and services to the services or any other unablocated meable interesting to the services to the services or any other unablocated meable interesting to the services to the services or any other unablocated meable interesting to the services or any other unablocated meable interesting to the services to the services or any other unablocated meable interesting to the services or any other unablocated meable interesting to the services or any other unablocated meable interesting to the services or any other unablocated meable interesting to the services or any other unablocated meable interesting to the services or any other unablocated meable interesting to the services or any other unablocated meable interesting to the services or any other unablocated meable interesting to the services or any other unablocated meable interesting to the services or any other unablocated meable interesting to the services or any other unablocated meable interesting to the services or any other unablocated meable interesting to the services or any other unablocated meable interesting to the services or any other unablocated meable interesting to the services or any other unablocated meable interesting to the services

Doc 1286

Case 08-35653-KRH

Entered 12/24/08 09:29:06 Filed 12/24/08

Main

Main
M

Desc Main

Case 08-35653-KRH Doc 1286 Filed 12/24/08 Entered 12/24/08 09:29:06 Desc Main

SALES INVOICE

Qocument Page 5 of 19 MOTOROLA

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. 101 Tournament Drive Horsham, PA 19044 215-323-1000

BILL TO LOCATION: RICHMOND001

CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVE DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE **RICHMOND VA 23233**

7115663 INVOICE DATE 09-OCT-08 PURCHASE ORDER NO. 2165899 CUSTOMER NO. 5002277 DUE DATE 08-NOV-08 COMMERCIAL INV NO. 8822705

INVOICE NO.

SHIP TO LOCATION: 0775

PLEASE REMIT TO:

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

CIRCUIT CITY STORES, INC. 19925 INDEPENDENCE BLVD STORE #775 / RAY CURRENT **GROVELAND FL 34736**

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SA	LESMAN	SBU	GEO CODE NO
90382185	02-OCT-08	OM-STANDARD ORDER MIXE	H03	NET 30	COLEE	N BOHNERT	185	100693454
P/S BATCH#	P/S NO.	SHIPPED VIA	WAYE	BILL NUMBER	NO. OF PKGS,	WEIGHT		SHIP DATE
307672	8822705	UNITED PARCEL SERVICE	1Z0542	5X0371774490	9	138.24	09-	OCT-08

Order Notes:

В

O

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

NO. REFERENCE SHIP	NO.	REFERENCE	ITEM DESCRIPTION			
1 484095-001-00 SIGNAL BOOSTER,PRD OTH,AU,BDA-100S1 / RETAIL PKG W/ 54 31.85	1				UNIT PRICE	EXTENDED PRICE
		484095-001-00	SIGNAL BOOSTER,PRD OTH,AU,BDA-100S1 / RETAIL PKG W/	54	31.85	1,719.9

CHARGES ON THIS INVOICE MAY BE CONSOLIDATED FOR SEVERAL PACKING SLIPS.

PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE.

MIU

Make checks payable to General Instrument, that Connected Home Solutions Business of Motorola, Inc... Record Invoice No. on your check. All shipments F.O.B. our plant. All claims for allowance must be made within 10 days from date of invoice. Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the articles and/or the performance of the services covered by this invoice. It has fully compiled with Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323–1000.

CURRENCY:	USD
TOTAL	1,719.90
FREIGHT/DELIVERY	0.00
TAX	0.00
MERCHANDISE	1,719.90

Doc 1286

Case 08-35653-KRH Doc 1286 SALES INVOICE

Filed 12/24/08 Entered 12/24/08 09:29:06 Page 7 of 19

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. 101 Tournament Drive Horsham, PA 19044 215-323-1000

BILL TO LOCATION: RICHMOND001

CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVÉ

DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE

RICHMOND VA 23233

PURCHASE ORDER NO. 2165897 CUSTOMER NO. 5002277 DUE DATE 08-NOV-08 COMMERCIAL INV NO. 8822709

INVOICE NO.

7115664

INVOICE DATE

09-OCT-08

SHIP TO LOCATION: 0567

PLEASE REMIT TO:

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

CIRCUIT CITY STORES, INC. 1901 COOPER DRIVE STORE #0567 / TY TALAIFERRO ARDMORE OK 73401

O

ORDER NO. 90382186	ORDER DATE 02-OCT-08	ORDER TYPE OM-STANDARD ORDER MIXE	wн Н03	TERMS NET 30		LESMAN N BOHNERT	SBU 185	GEO CODE NO 370190050
P/S BATCH # 307672	P/S NO. 8822709	SHIPPED VIA UNITED PARCEL SERVICE		BILL NUMBER 5X0371620986	NO. OF PKGS.	WEIGHT 61.44	09-	SHIP DATE

Order Notes:

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE		ITEM DESCRIPTION		QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	484095-001-00	SIGNAL BOOSTER,PRD O	TH,AU,BDA-100S1 / RETAIL PKG W/		24	31.85	764.40
				}			
	ļ						
					1		
EDELOUIT OUA	 		Make checks payable to General Instrument, dba C	Connected Home	Solutions	MERCHANDISE	
EVERAL PAC		AY BE CONSOLIDATED FOR	Business of Motorola, Inc Record Invoice No. on our plant. All claims for allowance must be made wi	your check. All s	shipments F.O.B.	TAX	764.40
			Do not return merchandise without our permission.	Merchandise ret	urned must be	'^^	0.00
PAST DUE INVO CHARGE.	DICES ARE SUBJECT TO 1	1/2% PER MONTH SERVICE	prepaid to be accepted. Seller represents that with articles and/or the performance of the services cove	ered by this invoi	ice. It has fully	FREIGHT/DELIVERY	0.00
			complied with Section 6, 7 and 12 of the Fair Labor			TOTAL	764.40

ΜŲ

of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Molorotla, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323–1000.

764.40 ŲSD

SEVTATION OF BUYER. Buyer represents and werrants their (i) it is (or it is acting as a destatutor, repair center or other agent for a third pury which is) duly licensed to openie a cobbe selevision system. Selevis menter system and/or a multiple multipoint distriction system, and (ii) the goods end/or services that it purchases from Selevin under this Coder Admonder (Orden) will be use	this Order. (B) Intallishtuil Proparty Indemnifts, Seler will defend any suit or proceeding blought against Buyer to the extent their suit or proceeding is based on a claim that goods manufactured and LEADY Select Buyer without sometime of proparty selection of their suit of their selection of the
	Agent and advantaged to so miner, or fordard is stated in 19 prompted in means in Soften Commonwealth in Account of the Agent of the Ag
(the Justice of the Indianal on the Indianal of In	ž
empored to the control of the contro	posti planta in programme de la companya del companya de la companya de la companya del companya de la companya
spised, on the season that such process and one of the that has beset of consider a spised to the horizontal American and and recorded and paid by the construction of the process and the pro	experience of the control of the con
the profession of the services affected by the change in price by giving written notice to Select within the chast after the date of Selects notice. If Buyer to	be submercated to Solver by Buyer if any suit or proceeding to brought against Solver based on a claim that the goods manufactured by Solver in compliance with Buyer's specifications infinge any vali
such characterism is under a serior of serior	Jaco promote Progridary Rights Indemnification, in no event shall Selfer be liable for any: (i) Infringement by goods or associated Soldware manufactured and/or supplied by Blidd parties; (ii) Infringement by goods or associated Soldware manufactured and/or supplied by Blidd parties; (ii) Infringement
ditabilityer, payment for goods and services delivered hereunder shall be in edvance of, or as a condition to delivery of such goods and/or services, as Seller may direct. If for any reason	
Actorial approved credit line, the amount of overage will become immediately due and payable. In addition, if Buyer places an order for goods and/or services which will cause a buyer to dustan	Tables on the series to subscribe revenues derived by Super the effort, or any registry basis, check than a measurable regardly based upon revenue derived by Select from Superview for the selection of the selection or any registry basis, check than a measurable regardly and the selection of the
Exponential appropriate the supervised of the su	the MPEG-2
the control of the co	
slegata action to collect amounts due. The Sellier has the right at any time to change the amount of credit or terms of payment or to withdraw credit and to require partial or full payment	perendented with complement with or Implementation of standards issued by other public or private standards bodies (including ITU, IEEE, ANS). ISO/IEC and Cable Labs standards), as well as third party
emaking further shipments or providing additional services. Seller may accelerate all open credit and require payment on demand. If Buyer breaches any obligation owed to Seller under this	standards such as 5C Digital Transmission Content Protection, DVB and Dolly Digital Audio.
erif Saller performs services or delivers goods in installments, each install be deemed to be a separate delivery to purposes of this extens to make who unique	HE LEMB AND COUNTINGS OF HIS DRUBE CONTAINING THE SOLE AND EXCLUSIVE LIABILITY OF SELECE FOR KINKINGS HER IN THE UP THEN IS INCURRANCE, COPYRIGHTS, INDICENTED AND EXCLUSIVE LIABILITY OF SECRETS AND CONTRIBUTIONS AND KINKINGS A
make of may make any appearon of the man to the management of the	SECRET SAND CHEEKEN DETECTION WITHOUT LIMITATION, THE WARRANTY AGAINST INFRINGEMENT SPECIFIED IN THE UNIFORM COMMERCIAL CODE.
Order shall be earned by Buyer only after payment of all emounts (et mondiscounted prices) owed by Buyer to Soller relating to the minimum emount of goods and/or services necessary (13. TERMINATION. Except as permitted in Section 2 hereoft, this Order shall not be terminated by Buyer without Sallar's prior written consent. If Seller so consents to such termination, Buyer shall be fabler for
gabement for such discount. Therester, a credit will be issued to Buyer's account which, at Buyer's election, may be applied to any open involvas or against future purchases of goods and/or	
adempending the foregoing. Solier may elect, at Seller's discretion, to first apply any earned, volume discount against outstanding, past due invoices issued to Buyer. Any credit applied b	
of both shell not be not been assessed by the second which is a second to the second with the second secon	Benefit of Services with which and the services of the service
the state of the s	=
th unpaid sums any moneys received (net of costs and expenses) as a result of any resals of such goods. Buyer hereby consents to the entry of a judgment or order in any competent jurisdiction	defletion agreement with Seller or with any third party providing financing to Buyer, or (V) if Buyer engages in a course of conduct which, in the sole judgment of Seller, substantially and adve
her security, permitting Seller to enter upon any premises on which such goods may be situated and take possession of such goods thereon or remove the same therefrom, without liability to Bu	34/bbts-conductation or its interests in the promotion, marketing or distribution of its products, or its otherwise deemed to be just cause for termination pursuant to prevailing taws. Upon termination
bargents, for any damagea caused by such exercise of Seller's rights. As further security for any and all indebtedness to Seller, Buyer hereby grents to Seller, until such time as full pe	-
enterpacturates money security interest, with priority over all other security interests, in all (1) goods to which Buyer has or will acquire the hereunder (11) present and future acc	Application in this Order. If Saler exercises such right to harminate, Buyer shall be lable for the charges and adjustments referred to herein, in addition to any other remedies Seller may have
the admin from Buyer's sale, lease or transfer of such goods, and (#il) proceeds and accessions of and to any and all of the foregoing. Buyer authorizes Seleir to execute and the, at an	O Service of the serv
againg a salaments with respect to such goods, expended only by the Celer and to otherwise perfect such secunity interest on duyer is behalf, and will cooperate fully in accomplishing the same	
to Buyer according to the INCOTERM set forth in Section 2 above.	(a) Nonconforming Googs/Marranty Returns. Where Buyer threely and nghouly rejects or revokes acceptance of honconforming goods and/or notines select of warranty rejects to goods supplied.

The state of the s

ione Business of Mobrotia, Inc.)
1-PA (1272-100).
1-PA (1

Medium of the control Doc 1286

Filed 12/24/08 Entered 12/24/08 09:29:06 Desc Main

PAGE

SALES INVOICE

Document Page 9 of 19 MOTOROLA

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. 101 Tournament Drive Horsham, PA 19044 215-323-1000

BILL TO LOCATION: RICHMOND001

CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVE DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE **RICHMOND VA 23233**

7115665 INVOICE DATE 09-OCT-08 PURCHASE ORDER NO. 2165896 CUSTOMER NO. 5002277 DUE DATE 08-NOV-08 COMMERCIAL INV NO. 8822709

INVOICE NO.

SHIP TO LOCATION: 0567

PLEASE REMIT TO:

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

CIRCUIT CITY STORES, INC. 1901 COOPER DRIVE STORE #0567 / TY TALAIFERRO ARDMORE OK 73401

	RDER DATE 2-OCT-08	ORDER TYPE OM-STANDARD ORDER MIXE	WH	TERMS NET 30	COL	SALESMAN EEN BOHNERT	SBU 185	GEO CODE NO 370190050
P/S BATCH # 307672	P/S NO. 8822709	SHIPPED VIA UNITED PARCEL SERVICE	WAYE	BILL NUMBER 5X0371620986	NO. OF PKGS			SHIP DATE

Order Notes:

В

L

0

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

FEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
. / ROHS,F/G	25	55.34	1,383.50
			·
i			
ĺ			
	İ		
			1
Make checks navable to General Instrument the Connected Home	Calutions	MEDCHANDISE	
Business of Motorola, Inc Record Invoice No. on your check, All:	shipments F.O.B.		1,383.50
Do not return merchandise without our permission. Merchandise ret	lurned must be		0.00
articles and/or the performance of the services covered by this invo	ice. It has fully	FREIGHT/DELIVERY	0.00
	Make checks payable to General Instrument, dba Connected Home Business of Motorola, Inc Record Invoice No. on your check. All our plant. All daims for allowance must be made within 10 days fro Do not return merchandise without our permission. Merchandise re prepaid to be accepted. Seller represents that with respect to the re articles and/or the performance of the services covered by this invo	Make checks payable to General Instrument, dba Connected Home Solutions Business of Motorola, inc Record Invoice No. on your check. All shipments F.O.B. our plant, All daims for allowance must be made within 10 days from date of invoice Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the articles and/or the performance of the services covered by this invoice. It has fully	Make checks payable to General Instrument, dba Connected Home Solutions MERCHANDISE Business of Motorola, Inc Record Invoice No. on your check. All shipments F.O.B. our plant. All daims for allowance must be made within 10 days from date of invoice Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the

MIU

complied with Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, in of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323–1000.

MERCHANDISE	1,383.50
TAX	0.00
FREIGHT/DELIVERY	0.00
TOTAL	1,383.50
CURRENCY:	USD

ilone Busines of Moterola. Inc.) . 1-7A (2016) 252-000. Beijing Baz-1000. Beijing Baz-2587-1163. Japan: 61-3-5285-5070. 55-000. Beijing Baz-1000. Beijing Baz-1000. Berzel (Ref. de Janvario 5621-484-3132. 1854/277-2283 Argentina. 554-7584 Mexico. 525-525-1584

SALES INVOICE

Case 08-35653-KRH Doc 1286 Filed 12/24/08 Entered 12/24/08 09:29:06 Desc Main Page 11 of 19

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. 101 Tournament Drive Horsham, PA 19044 215-323-1000

BILL TO LOCATION: RICHMOND001

CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVE

DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE

RICHMOND VA 23233

SHIP TO LOCATION: 0344

CIRCUIT CITY STORES, INC. 400 LONGFELLOW CT, STE A STORE #344 / NATALIE KAAIAWAHIA

LIVERMORE CA 94550

7116161 INVOICE DATE 10-OCT-08 PURCHASE ORDER NO. 2165890 CUSTOMER NO. 5002277 DUE DATE 09-NOV-08 COMMERCIAL INV NO. 8822706

INVOICE NO.

PLEASE REMIT TO:

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SA	LESMAN	SBU	GEO CODE NO
90382184	02-OCT-08	OM-STANDARD ORDER MIXE	H03	NET 30	COLEE	N BOHNERT	185	050011820
P/S BATCH#	P/S NO.	SHIPPED VIA	WAYE	BILL NUMBER	NO, OF PKGS.	WEIGHT		SHIP DATE
307672	8822706	ROADWAY	87	37415877	205	410	10-	OCT-08

Order Notes:

L

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE		ITEM DESCRIPTION		QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	515290-107-00	SB5101,CBL MODEM,RETA	IL / ROHS,F/G		205	55.34	11,344.70
						i	
							ļ
		AY BE CONSOLIDATED FOR	Make checks payable to General Instrument Business of Motorola, Inc Record Invoice			MERCHANDISE	11,344.70
SEVERAL PAC	(ING SLIPS.		our plant. All claims for allowance must be m Do not return merchandise without our perm	nade within 10 days fron	n date of invoice.	TAX	0.00
PAST DUE INVO CHARGE.	DICES ARE SUBJECT TO 1	1/2% PER MONTH SERVICE	prepaid to be accepted. Seller represents the articles and/or the performance of the servic complied with Section 6. 7 and 12 of the Fair	es covered by this invoi	ice. It has fully	FREIGHT/DELIVERY	0.00

ΜIU

compised with Section 6, r and 12 of the Fair Labor Standards Act, as amended, of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Moltorala, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323–1000.

MERCHANDISE	11,344.70
TAX	0.00
FREIGHT/DELIVERY	0.00
TOTAL	11,344.70
CURRENCY:	USD

The standard of the standard o	Horowating and statebase research to deep careful such many or promoting is each a name as Solet that determine and (ii) is given so a control of the observe (reclaining the fight to solet information) and assessing the component of solet information and the solet careful information case and the purchase price, less any applicable depression or case and the purchase price, less any applicable depression or case and the purchase price, less any applicable depression or case in the information and solet connection.
were many cover, in every as a second as a manufacture, tope covers to true again that a rate pay when a typical a gauss between bytean, and (if the goods indice service of the light that services or any other underly or indirectly or indirectly or indirectly or indirectly be used to further the illegal their of services or any other unauthorized receipt interception, publication, d	information. Information in priores are quoted EX-WORKG Seleu's manufacturing facility according to INCOTTENAS 2000; in order to be veild, any different chipping to fine goding and extensive provided hereing the priores specified beenind or information that priority is designed and out and out according to the goding and out according to provided hereinged and of infinitial that goding and outside the any minimum provides are received by Seleu's responsibility, and are subjudited to be any provides are received by Seleu's by Seleu's propose activities of goding or services by Seleu's large by these above and the provides are received by Seleu's responsibility and you be added or a

no year.

On code.

On code.

Distributional Departs Libration Leads and deleted any suit or proceeding brought spaint Bows to the extent suit of proceeding it based on a claim half goods manufactured and edges Save 10 code.

In code of the code

Doc 1286

Maintaine (1972)

Complete to the complete to

SALES INVOICE

Pocument Page 13 of 19

MOTOROLA

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. 101 Tournament Drive Horsham, PA 19044 215-323-1000

BILL TO LOCATION: RICHMOND001

CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVE DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE

RICHMOND VA 23233

SHIP TO LOCATION: 0353

CIRCUIT CITY STORES, INC. 680 S LEMON AVE

STORE #353 / ANTHONY CALLES

WALNUT CA 91789

INVOICE NO. 7116162 INVOICE DATE 10-OCT-08 PÜRCHASE ORDER NO. 2165893 CUSTOMER NO. 5002277 DUE DATE 09-NOV-08 COMMERCIAL INV NO. 8822704

PLEASE REMIT TO:

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

ORDER NO. 90382191	ORDER DATE 02-OCT-08	ORDER TYPE OM-STANDARD ORDER MIXE	wн Н03	TERMS NET 30		LESMAN N BOHNERT	SBU 185	GEO CODE NO 050377675
P/S BATCH # 307672	P/S NO. 8822704	SHIPPED VIA ROADWAY		BILL NUMBER 37415868	NO. OF PKGS. 425	WEIGHT 850	10-	SHIP DATE

Order Notes:

T O

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE	ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE		
1	515290-107-00	SB5101,CBL MODEM,RETAIL / ROHS,F/G	425	55.34	23,519.5		
IGHT CHAF	RGES ON THIS INVOICE MA	AY BE CONSOLIDATED FOR Make checks payable to General Instrument, described to the second law in the s	ba Connected Home Solutions	MERCHANDISE	23,519.		

SEVERAL PACKING SLIPS.

PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE

MIU

Make checks payable to General Instrument, tha Connected Home Solutions Business of Motorola, Inc... Record Invoice No. on your check. All shipments F.O.B. our plant. All claims for allowance must be made within 10 days from date of invoice. Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Selfer represents that with respect to the requisition of the articles and/or the performance of the services covered by this invoice. It has fully compiled with Section 6, 7 and 12 of the Fair Labor Standards Act. as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323–1000.

CURRENCY:	USD
TOTAL	23,519.50
FREIGHT/DELIVERY	0.00
TAX	0.00
MERCHANDISE	23,519.50

1. REPRESENTATION OF BUYER. Buyer represents and warrants that (1) it is (or it is or it is o	bis Order. (b) Inbalectual Property Indemnity. Seler will defend any suit or proceeding brought against Buyer to the extent that such suit or proceeding is based on a claim that goods manufactured and
date Etatemas is a name a system and/or a multiple multipoint distribution system, and (ii) the goods and/or services that It purchases from Seller under this Order Acknowledgment ("Outen") will be use	Black to Buyer hereunder constitute direct infringement of any velid United States patent and Select shall pay all Damagas awarded by final judgment (from which no appeal may be taken) agains
ACCOUNTS AND THE SECONDS AND THE SECONDS AND THE SECOND THE SECOND THE SECOND SECONDS OF ANY OTHER CHARLES OF THE SECONDS, THE SECONDS OF THE SECOND SE	The state of the s
native flow with any present and management of minimagement of management of managemen	Trounsequent assistance recessary to determ or series such such proceeding in such a manner its batter shall determine and full is given sole control or the determet including the right to select
Actives, the Unises province or use from a Dross, and processes according to the province or and an arrival and a processes and arrival and a processes and arrival and arrival and a processes and arrival and arrival and arrival and arrival a	Long-service and service and s
management of the control of the con	
with market and the control of the c	Construction of the state of th
profuse interpretable on the sele or use of such goods end/or services other then taxes based upon Seller's capital or net income. All taxes shall be pre-paid by Seller and involced at cost to, and paid b	
Exemplations set forth herein are subject to change by Seller at any time upon not loss than ten(10) days prior notice to Seller. Buyer's sole and exclusive right upon receipt of such notice shall be to	also be
ibade glacefly description of Order for goods and/or services affected by the change in price by giving written notice to Seller written notice to Seller written the date of Seller's notice. If Buyer fa	bitwitedended to Selter by Buyer if any suit or proceeding is brought against Selter based on a claim that the goods manufactured by Selter in compliance with Buyer's specifications infinige any vali
to Seller of such cancelation, all Orders shall remain in full force and effect except for the price, which shall be the price set forth in Seller's notice.	
3. PAYMENT TERMS, TITLE. Seller may elect to extend credit to Buyer, in Seller's sole discretion, under Seller's standard credit terms and conditions as may be applicable from time to time. If Seller does not	CLIMINATION of Proprietary Rishts Indemnification, in no event shall Seller be fable for any: (f) infringement by goods or associated Software manufactured and/or supplied by third parties; (ii) infringement by goods or associated Software manufactured and/or supplied by third parties; (ii) infringement
Batentacedtabilityer, payment for goods and services delivered hereunder shall be in advance of, or se a candition to delivery of such goods and/or services, as Seller may direct. If for any reason	
dragedablebbb approved credit ine, the amount of overage will become immediately due and payable. In addition, if Buyer please an order for goods antifor services which will cause Buyer's outstan	defined on a part use basis, or subscriber revenues derived by Buyer therefrom, or any royally basis, other than a reasonable royally based upon revenue derived by Seller from Buyer from Sales or ficense
EMACOUNTEDINOUTO REPORTED THE REPORT OF THE	THE SECOND SOLVED BY THE SECON
indicated in the proposed of t	
memphotogram and or companies are considered and the construction of the construction	. ≱
committee shares of conviction additions services. Selfa may accelerate all open credit and require carment, on demand if Buyer breaches any obligation owed to Selfar under this	Enclared such as 5C Diola Transmission Combridge Doub Diola Audio.
dissembly (Salin enforms savioes or delaws cooks in installment shall be deemed to be a senarate delaws for unrocess of the senator Demonstrated to the senator of the sena	HE TERMS AND CONDITIONS OF THIS ORDER CONTAIN THE SOLE AND EXCLUSIVE LIBBILITY OF SELL RP FOR INFRINGEMENT OR THELIKE OF PATENTS TRADEMARKS, CODYRIGHTS TRADE
Recomplishments or may make any inspection of basis. Anyther being the contrast of earlies or the stitutual of codes is delived at Buser's recents paying	SECRETS AND OTHER INTELLECTIAL PROPERTY RIGHTS IN CONNECTION WITH THIS ORDER WHETHER DIRECT OR CONTRIBITORY AND IS IN LIFEL OF ALL WARRANTIES. EXPRESS, MAIL LIFE
directionaries of the production of the producti	OR STATUTORY IN REGARD THERETO, INCLIDING WITHOUT 11MITATION THE WARRANT AGAINST INFRINCEMENT SPECIFIED IN THE IMPRORM COMMERCIAL CODE
collection from shall be earned by Buyer only after payment of all amounts (at nondiscounted prices) owed by Buyer to Selier relating to the minimum amount of goods and/or services necessary t	, Buyer shall be liable for
valuations exponent for such discount. Thereafter, a credit will be issued to Buyer's eccount which, at Buyer's election, may be applied to any open invoices or equinst future purchases of goods and/or	ethanhadibn charges including, without limitation, a price adjustment based on the quantity of goods and/or services actually delivered and all costs, direct, incurred and committed for this Order too
\$6BhleNbbadafaparling the foregoing, Seller may elect, at Seller's discretion, in first apply any earned, volume discount against outstanding, past due involvas issued to Buyer. Any credit applied to	insection and any provided expenses and antiopabed profits. Selier has the right to terminate this Order if (I) unless otherwise specified on the front hereof. Buyer does not release all quant
postotocoloculocults she in otentifo Buyer is any volume discount which would otherwise arise as a result of making such payment. The passage of risk of foss notwithstanding, all right, life and inlar	1
gladeramicantrices concerning which tide passes under this Order is reserved to Seller until the full purchase price for all goods and services hereunder has been fully and finally paid. If Buyer	
azmesaldicity to Seller, Seller, Seller shall have the right to take possession of any goods delivered hereunder as may be in Buyer's possession or control, and to resell, retain or otherwise dispose of the	elaboraquired by Sileir in accordance with Section 3, or (iii) if Buyer fails to pay for the goods and services when payment is due or make arrangements to so do which are acceptable to Seller; or (i
egriffee litch ungeld sums any moneys received (net of costs and expenses) as a nasult of any reside of such goods. Buyer hereby consents to the entry of a judgment or order in any competent jurisdiction	and parameter with Seller or with any bird party providing financing to Buyer, or (v) if Buyer engages in a course of conduct which, in the sole judgment of Seller, substantially and adve
Perform order forcing, better upon any premises on which care goods may be stated and take becauses for its goods review to early performed to the performance of the	Management of the mersels in the promotion, marketing or distribution of its products, or is otherwise deemed to be just cause for termination pursuent to preveiting laws. Upon termination
programmer and the second of t	Authority of the Order of Callar associates that immobile the Callar associates to be seen that the Order of Callar associates the Architecture of the Architecture and Architecture of the Order of Callar associates the Architecture of the Architecture and Architecture of the Architecture of the Order of Callar associates the Architecture of the Architecture of Architecture of the Architecture of
scheduling steen from Buyer's sale, lease or Parsite of such pooses, and (iii) proceeds and abosisions of and to any and all of the foresolve. Buyer authorizes Sales from and file, at an	
of then the meeting statements with respect to such goods, signed only by the Seller and to otherwise perfect such security interest on Buyer's behalf, and will cooperate huly in accomplishing the same	14. REMEDIES and LIABILITY.
shall pass to Buyer according to the INCOTERM set forth in Section 2 above.	pailqqus sboog ot i
4. RISK DF LOSS DELIVERY and ALLOCATION. Liability for lass or damages to any goods provided hereunder shall pass to Buyer according to the INCOTERM selected pursuant to Section 2 hereof,	
International Sections provided by Burger's Delight, Schooling Commence and the Burger's Delight, Schooling Commence and the Scho	** A second settlement of the second settlement of the second settlement of the second settlement of the settlement of t
Commitment of the services and services along any or an unsure a commitment of quantum country against commitment regions committee and services along any or an unsure a commitment of quantum country against commitment of the services and services and services for the services and services are services and services and services and services are services are services are services are services and services are services	
(materiace) incurred by Buyer if Seller falls to meet such dates for any reason, including, but not limited to, the contingencies stated in Section. 7 hereof or any other unavoidable pro	Semble of the se
delapsion des processors of samples by Buyer, modification of specifications previously agreed upon, delays in submission of specifications acceptable to Seller or delays due to the fact their Seller	
broarbibiting. Delays to performance, delivery, nonconformity or nondelivery of an installment shall not relieve Buyer of its obligations hereunder with respect to any other installments, each lostel	<u>۽</u>
Destruction be appearable to mirect profession to the bronn bloods; Select state sleeded the more of the current for goods deleved between the state level of an advantage and the state of	SERVICE STREET S
perventancement and accompanies to the control of t	Apply medical with respect to concording sources of control to the state of the source
under his Order.	warranty for such services as described in Section 9, Seller's sole and exclusive liability for such breach will be (at Seller's option) to reperform such services o
5. INSPECTION and ACCEPTANCE. All goods delivered bereunder shall be inspected by Buyer with fileson (15) days refer receipt thereof and such goods shall be conclusively deemed eccepted by Buyer unless	Buyer's fees peid for such services.

Filed, 12/24/08

Single-Tribula of process and the control of the co

Company of the control of the contro Desse Main Entered 12/24/08 09:29:06

Case 08-35653-KRH Doc 1286 SALES INVOICE

Filed 12/24/08 Entered 12/24/08 09:29:06 Desc Main

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. 101 Tournament Drive Horsham, PA 19044 215-323-1000

BILL TO LOCATION:	RICHMOND001	
L		

CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVE

DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE

RICHMOND VA 23233

7116163
INVOICE DATE
10-OCT-08
PURCHASE ORDER NO.
2165894
CUSTOMER NO.
5002277
DUE DATE
09-NOV-08
COMMERCIAL INV NO.
8822704

INVOICE NO.

0353			

PLEASE REMIT TO:

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

CIRCUIT CITY STORES, INC. 680 S LEMON AVE STORE #353 / ANTHONY CALLES WALNUT CA 91789

T O

L

T 0

ORDER NO. 90382192	ORDER DATE 02-OCT-08	ORDER TYPE OM-STANDARD ORDER MIXE	WH	TERMS NET 30		LESMAN N BOHNERT	SBU 185	GEO CODE NO 050377675
P/S BATCH # 307672	P/S NO. 8822704	SHIPPED VIA ROADWAY		BILL NUMBER 37415868	NO. OF PKGS.	WEIGHT 15.36	10-	SHIP DATE

Order Notes:

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE	ITEM NUMBER/CROSS		ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
NO.	REFERENCE			SHIP	OWN PRICE	EXTENDED PRICE
1	484095-001-00	SIGNAL BOOSTER,PRD O	TH,AU,BDA-100S1 / RETAIL PKG W/	6	31.85	191.10
	;					
,						
EIGHT CHAP		AY BE CONSOLIDATED FOR	Make checks payable to General Instrument, dba Connecter Business of Motorola, Inc Record Invoice No. on your cha	ck. All shipments F.O.B.	MERCHANDISE	191.10
		4/01/ PED 140/17/1 055/105	our plant. All claims for allowance must be made within 10 d Do not return merchandise without our permission. Merchan	dise returned must be	TAX	0.00
IARGE.	OICES ARE SUBJECT TO T	1/2% PER MONTH SERVICE	prepaid to be accepted. Seller represents that with respect to articles and/or the performance of the services covered by the complied with Section 6, 7 and 12 of the Fair Labor Standard	his invoice. It has fully	FREIGHT/DELIVERY	0.00
MILL			of regulations and orders of the United States Department of	f Labor issued under	TOTAL	191.10

of regulations and orders of the United States Department of Labor issued unde Section 14 thereof. Inquiries should be directed to General Instrument, doa Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323–1000.

MERCHANDISE	191.10
TAX	0.00
FREIGHT/DELIVERY	0.00
TOTAL	191.10
CURRENCY:	USD

To Chair BLINISTICATE TO SERVING STATE A CONTRIBUTION AND A CONTRIBUTION OF THE ACT OF T

Desc Main Filed_12/24/08 Entered 12/24/08 09:29:06 Doc 1286

INVOICE NO.

7116164

INVOICE DATE

10-OCT-08

SALES INVOICE

Case 08-35653-KRH Doc 1286 Filed 12/24/08 Entered 12/24/08 09:29:06 Desc Main Page 17 of 19

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. **101 Tournament Drive** Horsham, PA 19044 215-323-1000

BILL TO LOCATION: RICHMOND001

CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVE

DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE

RICHMOND VA 23233

PURCHASE ORDER NO. 2165891 CUSTOMER NO. 5002277 DUE DATE 09-NOV-08 COMMERCIAL INV NO. 8822706

SHIP TO LOCATION: 0344

PLEASE REMIT TO:

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

CIRCUIT CITY STORES, INC. 400 LONGFELLOW CT, STE A STORE #344 / NATALIÉ KAAIAWAHIA LIVERMORE CA 94550

ORDER NO. 90382193	ORDER DATE 02-OCT-08	ORDER TYPE OM-STANDARD ORDER MIXE	WH	TERMS NET 30	COL	SALESMAN EEN BOHNERT	SBU 185	GEO CODE NO 1
P/S BATCH # 307672	P/S NO. 8822706	SHIPPED VIA ROADWAY		BILL NUMBER 37415877	NO. OF PKG	S. WEIGHT 30.72	10-	SHIP DATE OCT-08

Order Notes:

T 0

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

3 9.		A STATE OF THE STA				T	
LINE NO.	ITEM NUMBER/CROSS REFERENCE		ITEM DESCRIPTION	•	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	484095-001-00	SIGNAL BOOSTER,PRD OT	TH,AU,BDA-100S1 / RETAIL PI	KG W/	12	31.85	382.20
ĺ				Ì			
						j	
			· · · · · · · · · · · · · · · · · · ·				
FREIGHT CHAR SEVERAL PACK		AY BE CONSOLIDATED FOR	Make checks payable to General Instrum Business of Motorola, Inc Record Invo	ice No. on your check. All	shipments F.O.B.	MERCHANDISE	382.20
		4/09/ DED MONTH CERVICE	our plant. All claims for allowance must be Do not return merchandise without our p	ermission. Merchandise re	turned must be	TAX	0.00
CHARGE.	ICES ARE SUBJECT TO 1	1/2% PER MONTH SERVICE	prepaid to be accepted. Seller represent articles and/or the performance of the se complied with Section 6, 7 and 12 of the	rvices covered by this invo	oice. It has fully	FREIGHT/DELIVERY	0.00
			complied with Section 6, 7 and 12 of the		as amenued, and	TOTAL	200.00

ΜIŲ

compute with security of, at the United States Department of Labor issued under of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323–1000.

CURRENCY:	USD
TOTAL	382.20
FREIGHT/DELIVERY	0.00
TAX	0.00
MERCHANDISE	382.20

	exception that the state of the	elimentande la Solier IV Buyer if any suit or prozeding is thought against Seler for any colling successfully is the successfully in the county of the colling of the colling of the colling successfully is the colling of the colling	Unique propresented with Applicate is modification to the propose or sectional solution setting control and an experimental with English setting the setting of the propose or a modification of the propose or an expensive property property and an expensive property of the propose of setting the property of the propert
increases in the vice of the control of the state of the	Activities conservation interface from their of the Contract and prices are activities and provided their of their office of their approach and provided their office of their	experimental or typocal and reviews aftered by the clayage in their by giving withen noted to be faller with their desires in their in Buyer is a representation of their standards of their broad and their standards of their standards in their standards of thei	in a place of the property of

residencing the state state and mission requests in the control of the control of the attention following the Designation requests in the control of the control of the definite of the definition of the de The contraction of the contracti

Main

Main Doc_1286

Case 08-35653-KRH Doc 1286

ocument

Filed 12/24/08 Entered 12/24/08 09:29:06 Desc Main cument Page 19 of 19

SALES INVOICE

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. 101 Tournament Drive Horsham, PA 19044 215-323-1000

BILL TO LOCATION: RICHMOND001

CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVE

DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE

RICHMOND VA 23233

7121990 INVOICE DATE 05-NOV-08 PURCHASE ORDER NO. 2160298 CUSTOMER NO. 5002277 DUE DATE 05-DEC-08 COMMERCIAL INV NO. 8831908

INVOICE NO.

SHIP TO LOCATION: 0755

PLEASE REMIT TO:

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

CIRCUIT CITY STORES, INC. 1100 CIRCUIT CITY ROAD STORE #755 / CRAIG HUNT MARION IL 62959

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS		SALESMAN		GEO CODE NO
90382412	26-SEP-08	OM-STANDARD ORDER MIXE	DF1	NET 30	COLEE	N BOHNERT	185	141991730
P/S BATCH#	P/S NO.	SHIPPED VIA	WAYBILL NUMBER		NO. OF PKGS.	WEIGHT]	SHIP DATE
312932	8831908	JPS SUPPLY CHAIN SOLUT	541057879T		320	1216	05-	NOV-08

Order Notes:

В

L

Т o

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE		ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	89285N	ASSY,AUTO/NAV,EIHF,T50	D5,D650	1600	70.65	113,040.00
						•
İ						
DESCUT CHAR	CES ON THE INVOICE N	W.D.C. 001100110117770 500	Make checks payable to General Instrument, d	ha Connected Home Solutions	MERCHANDISE	
EVERAL PACKI	EIGHT CHARGES ON THIS INVOICE MAY BE CONSOLIDATED FOR VERAL PACKING SLIPS.		Business of Motorola, Inc Record Invoice No our plant. All claims for allowance must be mad Do not return merchandise without our permiss	o. on your check. All shipments F.O.B. de within 10 days from date of invoice.	TAX	113,040.00

PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE.

MIU

Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Selter represents that with respect to the requisition of the articles and/or the performance of the services covered by this invoice. It has fully compiled with Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and or regulations and orders of the United States Department of Labor issued under Section 14 thereof, Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323–1000.

MERCHANDISE	113,040.00
TAX	0.00
FREIGHT/DELIVERY	0.00
TOTAL	113,040.00
CURRENCY:	USD